DATED

SECONDMENT AGREEMENT

THE UNIVERSITY OF [XXXX]

and

THE ALAN TURING INSTITUTE

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THIS AGREEMENT is made on 2020

Parties

(1) **The University of [NAME]** incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS](**the Employer**).

(2) **The Alan Turing Institute**, a company registered in England and Wales (company registration number: 09512457) and a charity registered in England and Wales (charity number 1162533) whose registered office is at The British Library, 96 Euston Road, LONDON, NW1 2DB (**the Host**).

Recitals

(A) The Employer employs the Secondee as [ROLE].

(B) The Employer intends to second the Secondee to the Host in order to perform the Services.

Agreed terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement (unless the context requires otherwise).

“Background IPR”	means any Intellectual Property Rights owned by the Employer (including any such Intellectual Property Rights used by the Secondee in the course of providing the Secondment Services) other than the Foreground IPR.
"Confidential Information"	means information relating to the business, products, affairs and finances of the relevant party for the time being confidential to the relevant party and trade secrets including, without limitation, technical data and know-how relating to the business of the relevant party or any of its suppliers, clients, customers, agents, distributors, shareholders or management.
"Employment Contract"	means the terms of employment between the Employer and the Secondee at the date of this Agreement, a copy of which is attached, subject to any changes in the Secondee's salary or other benefits in accordance with the Employer's usual procedures from time to time.
"Group Company"	means the Employer, its subsidiaries or holding companies from time to time and any subsidiary of any holding company from time to time.

"holding company"	has the meaning given in *clause 1.7*.
"Intellectual Property Rights"	means all intellectual property rights in any part of the world which subsist or will subsist now or in the future, in any information, work, results, inventions, software or other intellectual property in any form created by the Secondee in the course of the Secondment including without limitation patents, trade marks, service marks, registered designs, copyright and rights in copyright, database rights, design rights, rights in design, tradenames and domain manes, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, confidential information (including knowhow and trade secrets), applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extension of, such rights and all similar or equivalent rights or forms of protection.
“Foreground IPR”	means any Intellectual Property Rights created by the Secondee directly in the course of providing the Secondment Services.
"Management Issues"	means all those matters under the Employment Contract requiring action, investigation and/or decisions by the Employer including in particular (by way of illustration only and without limitation) appraisals and performance issues; pay reviews and the award of other payments and benefits under the Employment Contract; periods of annual, sick or other leave; absence of the Secondee for any other reason; any complaint about the Secondee (whether or not that would be dealt with under the Employer's disciplinary procedure) and any complaint or grievance raised by the Secondee (whether or not that would be dealt with under the Employer's grievance procedure).
"Secondee"	means [SECONDEE'S NAME].
"Secondment"	means the secondment of the Secondee by the Employer to the Host on the terms of this Agreement.
"Secondment Period"	means the period of this Agreement as defined in *clause 2.2*.
"Services"	means [DETAILS OF THE SERVICES TO BE PROVIDED BY THE SECONDEE] or such other services as may be agreed by the parties from time to time.
"subsidiary"	has the meaning given in *clause 1.7*.

1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.7 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) as a nominee.

2. Secondment

2.1 The Employer shall second the Secondee to the Host on a part-time basis for the Secondment Period to provide the Services in accordance with the terms of this Agreement.

2.2 The Secondment Period shall commence on [DATE] and shall continue until:

2.2.1 [DATE]; or

2.2.2 terminated by either party giving not less than [one] month's prior written notice at any time; or

2.3 terminated in accordance with *clause 10.1*.

3. Services

3.1 The Employer shall procure that the Secondee shall provide the Services at the Alan Turing Institute at The British Library, 96 Euston Road, London, NW1 2DB or such other place within Greater London as the Host may reasonably require for the proper performance and exercise of the Services.

3.2 The Secondee may be required to travel on the Host's business to such places (whether within or outside the United Kingdom) by such means and on such occasions as the Host may from time to time require.

3.3 The Secondee shall not be required to work outside the United Kingdom for more than one month during the Secondment.

3.4 The Employer shall procure that the Secondee shall work such hours as are reasonable and necessary for the proper performance of the Services.

3.5 The Employer shall procure that the Secondee shall during the Secondment:

3.5.1 unless prevented by incapacity, devote the whole of their working time, attention and abilities to the Services [except for any work to be done for the Employer under clause 4.7];

3.5.2 faithfully and diligently serve the Host and use their best endeavours to promote, protect, develop and extend the Host's business;

3.5.3 not enter into any arrangement on behalf of the Host which is outside the normal course of business or their normal duties or which contains unusual or onerous terms; and

3.5.4 promptly make such reports to the Host on any matters concerning the affairs of the Host and at such times as are reasonably required.

4. Secondee's employment

4.1 The Employment Contract shall remain in force during the Secondment Period.

4.2 The Employer has made the necessary changes to the terms of the Employment Contract so that it can second the Secondee to the Host to provide the Services in accordance with the terms of this Agreement.

4.3 The Employer has amended the Employment Contract to require the Secondee to comply with the Host's procedures in place from time to time.

4.4 The Employer shall comply with the terms of the Employment Contract during the Secondment Period.

4.5 The Host shall not, and shall not require the Secondee to do anything that shall, breach the Employment Contract and shall have no authority to vary the terms of the Employment Contract or make any representations to the Secondee in relation to the terms of the Employment Contract.

4.6 The Host shall provide the Employer with such information and assistance as it may reasonably require to carry out its obligations as the Secondee's employer.

4.7 The Secondee shall also be required to undertake work for their Employer during the secondment period.

4.8 Any change in the Employment Contract during the Secondment Period shall be subject to the Host's prior approval, such approval not to be unreasonably withheld or delayed.

4.9 If the Secondee is held to be employed by the Host at any time during the Secondment Period then the Host may dismiss the Secondee and the Employer shall offer the Secondee employment on the terms that applied immediately before that dismissal.

4.10 All documents, manuals, hardware and software provided for the Secondee's use by the Host, and any data or documents (including copies) produced, maintained or stored on the Host's computer systems or other electronic equipment (including mobile phones), remain the property of the Host.

5. Payments

5.1 The Employer shall continue to pay the Secondee's salary and any allowances, provide any benefits due to the Secondee or their dependants, make any payments to third parties in relation to the Secondee and make any deductions that it is required to make from the Secondee's salary and other payments.

5.2 The Host shall pay the Employer £[AMOUNT] (inclusive of VAT) during the Secondment Period for the provision of the Secondee's services.

5.3 The Host shall refund the Secondee all reasonable travel, accommodation and other expenses wholly, exclusively and necessarily incurred by the Secondee during the Secondment Period in or in connection with the exercise of the Services, if such expenses are evidenced in such manner as the Host may specify from time to time.

5.4 Any sums due to the Employer under this Agreement shall accrue from day to day and shall be payable monthly in arrears into [BANK ACCOUNT].

5.5 The Employer shall send the Host an invoice on or about the [DATE] of each [month/quarter] of the Secondment Period, addressed to TheAlanTuringInstitute@compleat-einvoicing.com and specifying the payment due under this Agreement in relation to the preceding month and the amount of VAT due on the payment. Such invoices shall be payable by the Host within 31 days of receipt of the invoice.

5.6 Any fees earned by the Secondee during the Secondment Period shall be paid to the Host.

6. Management during the secondment

6.1 The Employer shall continue to deal with any Management Issues concerning the Secondee during the Secondment Period, where relevant following consultation with the Host.

6.2 The Host shall use its reasonable endeavours to provide any information, documentation, access to its premises and employees and assistance (including but not limited to giving witness evidence) to the Employer to deal with any Management Issues concerning the Secondee whether under the Employer's internal procedures or before any court or tribunal. The Employer will reimburse the reasonable costs and expenses incurred by the Host in doing so subject to the prior approval of the Employer.

6.3 The Host shall have day-to-day control of the Secondee's activities but as soon as reasonably practicable shall refer any Management Issues concerning the Secondee that come to its attention to the Employer.

6.4 Both parties shall inform the other as soon as reasonably practicable of any other significant matter that may arise during the Secondment Period relating to the Secondee or their employment.

6.5 The Employer shall procure that the Secondee shall notify the Host and the Employer if the Secondee identifies any actual or potential conflict of interest between the Host and the Employer during the Secondment Period.

7. Leave

7.1 The Secondee shall continue to be eligible for sick pay, holiday pay and any absence entitlements in accordance with the Employment Contract, and shall remain subject to the Employer's approval and notification procedures.

7.2 If the Secondee is off work for any reason other than holiday for more than 10 days in any calendar year during the Secondment Period, the payment due to the Employer shall be adjusted accordingly for each additional day.

7.3 The Employer shall consult with the Host before approving any holiday request made by the Secondee.

7.4 If the Secondee takes more or less than their pro rata entitlement to holiday during the Secondment Period, the payment due to the Employer shall be adjusted accordingly.

7.5 The Employer shall notify the Host if the Secondee is or shall be absent from work for any reason as soon as reasonably practicable.

7.6 If the Secondee is going to be off work for more than 20 days the Employer and Host may enter into an agreement under which the Employer provides a substitute.

8. Data protection

The Employer needs to provide relevant information about the Secondee to the Host in connection with the secondment and a privacy notice setting out what personal data relating to the Secondee the Employer needs to process, and why, is attached to this Agreement. In addition, during the secondment:

8.1.1 The Host will collect and process information relating to the Secondee in accordance with the Host's privacy notice which is annexed to this Agreement.

8.1.2 The Secondee will comply with the Host's privacy standard and data protection policy as in place from time to time when handling personal data relating to any employee, worker, contractor, customer, client, supplier or agent of the Host. The Secondee will also comply with the Host's IT and communications systems policy and Social media policy.

8.1.3 Failure to comply with any of the policies referred to in *clause 8.1.2* may be dealt with as a disciplinary matter and referred to the Employer and, in serious cases, may result in the termination of the secondment or even the Secondee's employment.

9. Confidentiality

9.1 The Employer has amended the Employment Contract to require the Secondee not to:

9.1.1 (except in the proper course of the Services, as required by law or as authorised by the Host) during the Secondment Period or after its termination (howsoever arising) use or communicate to any person, company or other organisation whatsoever (and shall use his best endeavours to prevent the use or communication of) any Confidential Information relating to the Host that the Secondee creates, develops, receives or obtains during the Secondment Period. This restriction does not apply to any information that is or comes in the public domain other than through the Secondee's unauthorised disclosure; or

9.1.2 make (other than for the benefit of the Host) any record (whether on paper, computer memory, disc or otherwise) containing Confidential Information relating to the Host or use such records (or allow them to be used) other than for the benefit of the Host. All such records (and any copies of them) shall be the property of the Host and shall be handed over to the Host by the Secondee on the termination of this Agreement or at the request of the Host at any time during the Secondment Period.

9.2 Nothing in this Agreement shall prevent the Secondee from disclosing information that they are entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act.

9.3 The Employer shall:

9.3.1 keep any Confidential Information relating to the Host that it obtains as a result of the Secondment secret;

9.3.2 not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of the Host;

9.3.3 use its best endeavours to ensure that no person gets access to the Confidential Information from it, its officers, employees or agents unless authorised to do so; and

9.3.4 inform the Host immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.

9.4 The Host shall:

9.4.1 keep any Confidential Information relating to the Employer that it obtains as a result of the Secondment secret;

9.4.2 not use or directly or indirectly disclose any such Confidential Information (or allow it to be used or disclosed), in whole or in part, to any person without the prior written consent of the Employer;

9.4.3 use its best endeavours to ensure that no person gets access to such Confidential Information from it, its officers, employees or agents unless authorised to do so; and

9.5 inform the Employer immediately on becoming aware, or suspecting, that an unauthorised person has become aware of such Confidential Information.

10. Intellectual property

10.1 All Background IPR will remain the property of the Employer. Except as expressly set out in this clause 10, the Host will not acquire any right, title or interest in or to the Background IPR.

10.2 Subject to Clause 10.4 all Foreground IPR will be owned by the Host. The Employer and the Employee hereby assign all right, title and interest in and to the Foreground IPR to the Host.

10.3 The Host grants to the Employer a non-exclusive, irrevocable, royalty-free, non-transferable licence to use the Foreground IPR for academic teaching and research.

10.4 If any of the parties reasonably anticipate that the Employee will create any Foreground IPR then they shall promptly notify the other parties. If they receive notice under this Clause 10.4, the Employer and the Host shall discuss and use reasonable endeavours to agree how best to exploit the Foreground IPR. Any agreement in relation to the ownership and/or exploitation of the Foreground IPR resulting from such discussions will be the subject of a separate agreement.

11. Summary termination

11.1 The Employer may terminate the Secondment with immediate effect without notice or payment in lieu of notice:

11.1.1 on the termination of the Employment Contract as a result of the Secondee's gross misconduct, resignation or retirement;

11.1.2 if the Host is guilty of any serious or (after warning) repeated breach of the terms of this Agreement; or

11.1.3 if the Host becomes bankrupt or makes any arrangement or composition with or for the benefit of its creditors.

Any delay by the Employer in exercising the right to terminate shall not constitute a waiver of such rights.

11.2 The Host may terminate the Secondment with immediate effect without notice or payment in lieu of notice:

11.2.1 on the termination of the Employment Contract;

11.2.2 if the Employer is guilty of any serious or (after warning) repeated breach of the terms of this Agreement; or

11.2.3 if the Employer becomes bankrupt or makes any arrangement or composition with or for the benefit of its creditors.

Any delay by the Host in exercising the right to terminate shall not constitute a waiver of such rights.

12. Obligations following termination

On termination of the Secondment howsoever arising the Employer shall use its reasonable endeavours to procure that the Secondee shall:

12.1.1 deliver to the Host all documents (including, but not limited to, correspondence, lists of clients or customers, plans, drawings, accounts and other documents of whatsoever nature and all copies thereof, whether on paper, computer disc or otherwise) made, compiled or acquired by them during the Secondment and relating to the business or affairs of the Host or its or their clients, customers or suppliers and any other property of the Host which is in their possession, custody, care or control;

12.1.2 irretrievably delete any information relating to the business of the Host stored on any magnetic or optical disc or memory and all matter derived from such sources which is in their possession, custody, care or control outside the premises of the Host; and

12.1.3 confirm in writing and produce such evidence as is reasonable to prove compliance with their obligations under this *clause 12*.

13. Liability

13.1 During the Secondment Period, the Host shall fulfil all duties relating to the Secondee's health, safety and welfare as if it was their employer and shall comply with the Employer's reasonable requests in connection with the Employer's duties in relation to the Secondee.

13.2 The Employer shall use its reasonable endeavours to procure that the Secondee shall provide the Services with reasonable skill and care.

13.3 The Employer shall indemnify the Host fully and keep the Host indemnified fully at all times against any claim or demand by the Secondee arising out of their employment by the Employer or its termination during the Secondment Period (except for any claim relating to any act or omission of the host or its employees or agents).

13.4 Nothing in this Agreement will limit the Employer's liability under Clause 13.3.

14. Notices

14.1 Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at its registered office for the time being. Any such notice shall be deemed to have been received:

14.1.1 if delivered personally, at the time of delivery; and

14.1.2 in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.

14.2 In proving such service it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

15. Limitation on Liability

15.1 Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from negligence or for fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.

15.2 Under no circumstances shall either party be liable to the other for any actual or alleged indirect loss or consequential loss howsoever arising suffered by the other.

15.3 Subject clause 15.1 and 15.2, the Host's total liability to the Employer in respect of all losses arising under or in connection with this Agreement, whether in contract, tort, breach of statutory duty, or otherwise, shall be limited to fifty thousand pounds sterling (£50,000).

15.4 Except if expressly excluded by applicable law any dispute or claim made against the Host arising out of or in connection with this Agreement must be made either; (i) within 12 months from the date on which the cause of action occurred; or (ii) within 12 months from the termination of this Agreement, whichever is earlier.

15.5 This clause 15 shall survive termination of the Agreement.

16. Entire agreement

16.1 This Agreement together with any documents referred to in it constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Secondment.

16.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

16.3 The only remedy available to either party for breach of this Agreement shall be for breach of contract under the terms of this Agreement.

16.4 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

16.5 Nothing in this Agreement shall limit or exclude any liability for fraud.

17. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

19. Third party rights

19.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

19.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

20. Governing law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

21. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by The University of [XXX] .....

Date .....

Signed by The Alan Turing Institute .....

Date .....

SCHEDULE 1 – EMPLOYMENT CONTRACT

SCHEDULE 2 – HOST'S PRIVACY NOTICE